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HOUSTON TEXAS 77002
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WASHINGTON, D.C. 20006
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March 21, 1986

2/27/86 B
10.00
ICC Washington, D.C.

4400 THANKSGIVING TOWER
DALLAS, TEXAS 75201
(214) 979-4400

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

10029-B
MAR 27 1986 - 11 30 AM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Enclosed please find two original Promissory Note Modification Agreements (the "Agreement") executed by Jimmy F. Howell, M.D., whose address is 1200 Moursund Avenue, Houston, Texas 77030 and Greg P. Henington, Vice President, on behalf of Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002. The Agreement extends the liens and security interests of the Security Agreement dated December 29, 1978 and filed for record with the Interstate Commerce Commission under Recordation Number 10029 and 10029-A, and covering the collateral described as follows:

All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12573, RTMX 12728, RTMX 12730, RTMX 12571 and RTMX 12572, and all additions and accessions thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of September 22, 1978.

Please record one of said Agreements in the appropriate records of your office and return the other, with recording information to the undersigned at the above address. Our firm check in the amount of \$10.00 is enclosed to cover the costs of such action.

If you should need any additional information in this regard, please contact me at (713) 220-4217.

Sincerely,

Margaret Hubert

Margaret Hubert
Legal Assistant

Enclosures

**PROMISSORY NOTE MODIFICATION
AND EXTENSION AGREEMENT**

10029/10
MAR 27 1986 -11 30 AM
INTERSTATE COMMERCE COMMISSION

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, JIMMY F. HOWELL, M.D., an individual residing in Houston, Harris County, Texas (hereinafter called "Maker"), executed and delivered that certain Promissory Note dated December 29, 1978 (the "Note"), payable to the order of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 712 Main Street, Houston, Harris County, Texas ("Bank"), in the original principal sum of One Hundred Eighty-five Thousand One Hundred Fifty-five and No/100 Dollars (\$185,155.00), with interest thereon and at the rate and due and payable as therein set forth, and with all outstanding principal and interest originally due and payable on or before December 31, 1985; and

WHEREAS, to secure payment of all indebtedness of Maker to Bank, Maker did execute and deliver that one certain Security Agreement and that certain Financing Statement, both dated of even date with the Note (the "Security Agreement"), granting to Bank, as security for the Note, a security interest in all of the property described on Exhibit "A" hereto, said Security Agreement being filed for record with the Interstate Commerce Commission under Recordation Numbers 10029 and 10029-A and said Financing Statement being filed with the Secretary of State of the State of Texas under File Number 79-002060; and

WHEREAS, Maker and Bank, being the present owner and holder of the Note, desire to modify the terms of the Note;

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Bank hereby agree as follows:

1. The maturity date of the Note, from and after the date hereof, shall be December 31, 1987.
2. Maker acknowledges the indebtedness evidenced by the Note, acknowledges that there is outstanding thereunder, as of the date hereof, the principal sum of \$81,005.20, and Maker reaffirms that said indebtedness is a valid and existing debt as of the date hereof.
3. Hereafter, the Note shall accrue interest at the Bank's Prime Rate, as announced by the Bank from time to time, plus one-half percent (1/2%), per annum.
4. Hereafter, the Note shall be payable in quarterly installments of principal of \$3,375.21, commencing on March 31, 1986 and continuing thereafter at quarterly intervals with a payment of all accrued interest due each month on the same date as

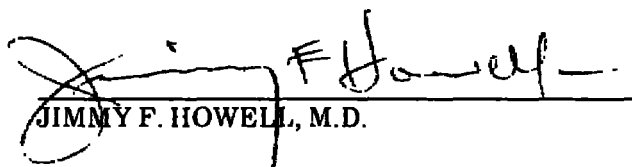
payment of principal, plus one final payment of all accrued, unpaid interest and all outstanding principal on December 31, 1987.

5. Maker agrees that the agreements and obligations of Maker, under the Note and Security Agreement, as well as any and all guarantors and endorsers of the Note, or any other party under any letter agreement, loan agreement or other security agreements, guaranty agreements or other documents evidencing or executed in connection with or as security for the Note, are extended until the Note shall have been fully paid and discharged and that, except as herein modified, the original Note and all terms thereof remain in full force and effect. Bank hereby preserves all of its rights against Maker, the above-described parties and all collateral securing the Note.

6. Maker hereby extends, in their entirety and until the indebtedness represented by the Note shall have been fully paid and discharged, the liens and security interests of the Security Agreement and agrees that the Security Agreement shall continue to be in full force and effect.


EXECUTED on this 26 day of February, 1986 to be EFFECTIVE December 31, 1985.

"Maker"


JIMMY F. HOWELL, M.D.

"Bank"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: 
Name: George P. Hamilton
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 26th, 1986 by Jimmy F. Howell, M.D..

Sandra I. Lasky
Notary Public in and for
the State of Texas

My Commission Expires: July 19 1991

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 28, 1986 by Guy Hemmerson, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

Kenneth S. Sweeney
Notary Public in and for
the State of Texas

My Commission Expires: 6-17-89

EXHIBIT "A"

All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12573, RTMX 12728, RTMX 12730, RTMX 12571 and RTMX 12572, and all additions and accessions thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of September 22, 1978.